

**INTERLOCAL AGREEMENT BETWEEN
CITY OF DURHAM AND DURHAM PUBLIC SCHOOLS**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this the 1st day of July, 2016 (the “Effective Date”), by and between the City of Durham, North Carolina (“the City”), and the Durham Public Schools Board of Education (“the Board”), collectively hereinafter referred to as the “Parties”. This Agreement is made pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes.

WITNESSETH:

WHEREAS, the City of Durham’s Office of Economic and Workforce Development (“OEWD”) operates the Durham YouthWork Internship Program (“the Program”), which offers Durham youth ages 14-21 the opportunity to gain work experience and develop skills through employment opportunities in and around Durham;

WHEREAS, the Durham Public School’s Career and Technical Education (“CTE”) program has budgeted funding for work-study programs for economically disadvantaged students;

WHEREAS, Durham Public School and OEWD wish to provide paid internships for CTE students who are economically disadvantaged;

WHEREAS, OEWD and Durham Public School are authorized to enter into an interlocal agreement pursuant to N.C. Gen. Stat. § 160A-460 *et seq.*;

NOW, THEREFORE, and in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Purpose: The purpose of the Agreement is to provide high quality, paid internships to economically-disadvantaged CTE students through the Program.

2. Duration: This Agreement shall take effect upon the Effective Date provided above and shall remain in effect until and including June 30, 2021, and may be renewed thereafter by appropriate amendment on an annual basis subject to funding availability and approval by the Parties.

3. Administration of Agreement: The DPS's CTE Director and the Director of OEWD or their designees shall be responsible for administering and undertaking the obligations of the respective Parties they represent consistent with the terms of this Agreement.

4. Financing: DPS through CTE funding budgeted for work-study programs shall be transferred to OEWD for use solely as compensation to CTE students participating in the Program. CTE compensation shall include all internship costs depicted in Exhibit A, "Internship Cost Estimate per Student." All other program costs shall be paid by OEWD.

a. In year one of the Agreement (2016-17 (FY 16)), work-study funding in the amount of \$75,000 shall be transferred to OEWD by June 10, 2016, to facilitate summer internship enrollment.

b. For fiscal years 17, 18, 19 and 20, if the Board allocates CTE funding for such subsequent years, such annual funds shall be transferred to OEWD by July 1 of the relevant year to facilitate internship enrollment throughout the academic year.

5. Obligations and Rights of OEWD:

a. For FY 16, OEWD will designate up to fifty (50) internship positions for eligible CTE students, as identified by the Board per Section 6(b) below. For fiscal years 17, 18, 19 and 20, OEWD will designate as many internship positions as the CTE work-study budget allows based on the unit cost of providing a single internship position as

determined by Director of OEWD and assuming the levels of compensation in Section 5(d) below.

b. OEWD is responsible for coordinating and managing the internships of eligible CTE students through the Program. The parties acknowledge that the Program is a non-school activity over which OEWD maintains exclusive control and decision-making authority, to the extent permitted by this Agreement, federal and state laws and regulations, and Durham Public School policy. OEWD is responsible for complying with all applicable federal and state laws and regulations and selecting appropriate employers for internship placements.

c. OEWD will make all efforts to place eligible students identified by Durham Public School in internship positions relating as closely as possible to the students' expressed career interests.

d. OEWD will compensate each of the placed eligible students using CTE funding. OEWD will use CTE funding exclusively for the compensation of eligible students participating in the Program, including all internship costs depicted in Exhibit A, "Internship Cost Estimate per Student." Any funds remaining at the end of the term of this Agreement shall be used to fund CTE internships during the following school year, in the event the Agreement is renewed, or returned to the Durham Public School, in the event the agreement is not renewed. OEWD is responsible for complying with all applicable tax laws, including any required withholding.

- i. Placed students aged fourteen and fifteen will be paid minimum wage.
- ii. Placed students aged sixteen and older will be paid one dollar per hour over minimum wage.

e. At the conclusion of each summer internship cycle, OEWD will provide Durham Public School with a report of students who were placed in internships and whether they completed the internships, as well as a financial reporting of CTE funds spent on such internships.

6. Obligations and Rights of Durham Public School:

- a. Durham Public School will transfer CTE funding to OEWD according to the schedule established in Section 4 above.
- b. Durham Public School will identify up to fifty (50) students, corresponding to the number of OEWD-designated positions, who are enrolled in CTE courses and who meet the criteria established by CTE for eligible economically disadvantaged students.
- c. Durham Public School will encourage identified students to apply for the OEWD-designated internship positions and will assist with the application process.

7. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior and contemporaneous discussions, promises, representations, agreements, and understandings relative to the subject matter of this Agreement.

8. Amendment: This Agreement may not be amended without the mutual written consent of both Parties.

9. Termination: Either party may terminate this Agreement by providing thirty (30) days' written notice to the other.

10. Notices: All notices required to be given hereunder shall be by personal delivery, UPS, Federal Express, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or

certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

Durham Public School:

CTE Director
511 Cleveland Street
Durham, NC 27702
Email: richard.sheldahl@dpsnc.net

City:

OEWD Interim Director
301 W. Morgan Street
Durham, NC 27701
Email: grace.dzidzienyo@durhamnc.gov

11. Governing Law: North Carolina law shall govern this Agreement.

12. State Law Provisions

(a) E-Verify Requirements. (A) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (A) in entering into this contract. (B) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

(b) Iran Divestment Act Certification. Each party to this contract certifies for itself that as of the date that this contract is entered into, it is not identified on the Iran List. It is a material breach of contract for a party to be identified on the Iran List during the term of this contract or to utilize on this contract any subcontractor that is identified on the Iran List. In this Iran Divestment Act Certification section, "Iran List" means the Final Divestment List – Iran, the Parent and Subsidiary Guidance– Iran list, and all other lists issued from time to time by the N.C. State Treasurer to comply with G. S. 147-86.58 of the N.C. Iran Divestment Act.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

[SEAL]
ATTEST:

DURHAM PUBLIC SCHOOLS

By: _____
Superintendent

State of North Carolina

**ACKNOWLEDGMENT BY DURHAM
PUBLIC SCHOOLS**

County of _____

I, a notary public in and for the aforesaid county and state, certify that
_____ personally appeared before
me this day and stated that he or she is _____ Secretary of the Durham Public
Schools Board of Education, a body corporate, and that by the authority duly given and as the act
of said Board, the foregoing contract or agreement with the City of Durham was signed in its
name by its Chairman, sealed with its corporate seal, and attested by himself or herself as its said
Secretary or Assistant Secretary. This the _____ day of _____, 20____.

My commission expires:

Notary Public

CITY OF DURHAM
ATTEST:

City Clerk

By: _____

City Manager

Preaudit Certificate:

ACKNOWLEDGMENT BY CITY OF DURHAM

Name of other party to the contract:

Title of the contract:

I, _____, a notary public, certify:
(Type or print name of Notary Public)

(1) _____ personally appeared
before me (Type or print name of City Clerk or Deputy City Clerk who attested)
in Durham County, N. C. on this day; (2) I have personal knowledge of her identity; and (3) she
acknowledged that by authority duly given and as the act of the City of Durham, the foregoing
document was signed in its corporate name by its _____ City Manager, sealed with its
corporate seal, and attested by its said City Clerk or Deputy City Clerk.

This the _____ day of _____, 20_____.

My commission expires:

Notary Public